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PROVIDER PARTICIPATION CHAPTER

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PROVIDER PARTICIPATION REQUIREMENTS

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PROVIDER PARTICIPATION REQUIREMENTS

PARTICIPATING PROVIDER

A participating provider is a hospital, ambulatory surgical center, or local health department which is certified by the State Department of Health, has a current signed participation agreement with the State/Local Hospitalization (SLH) Program, and is also enrolled in the Virginia Medical Assistance Program (Medicaid).

FREEDOM OF CHOICE

A patient has freedom of choice in the selection of a provider of services. However, payments are limited to the participating providers described above.

PROVIDER ENROLLMENT

Any provider of services must be enrolled in the SLH Program prior to billing for any services to clients.

All SLH providers must complete the appropriate SLH Participation Agreement and return it to the FIRST HEALTH Services (FHS) Provider Enrollment Unit. (See Exhibits I, II, and III.)

Upon receipt of the above information, FHS will assign a seven-digit provider number to each approved provider. FIRST HEALTH Services will send a copy of the participation agreement and the assigned SLH provider identification number to the provider. The provider must use this number on all claims and correspondence submitted to the SLH Program.

This manual contains instructions for billing and specific details concerning SLH. Providers must comply with all sections of this manual to maintain continuous participation in the SLH Program.

REQUESTS FOR PARTICIPATION

To participate in the SLH Program, a provider must request a participation agreement by writing to the following address:

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First Health
VMAP-PEU
PO Box 26803
Richmond, Virginia 23261-6803

804-270-5105 or 1-888-829-5373 (in state toll-free), fax – 804-270-7027

Note: Certification by the Division of Licensure and Certification, Virginia Department of Health, does not constitute automatic enrollment in the SLH Program.

PARTICIPATION REQUIREMENTS

Participating providers must:

- Immediately notify the SLH Program in writing whenever there is a change in any of the information that the provider previously submitted to the program.
- Ensure freedom of choice to clients in seeking medical care from a hospital, ambulatory surgical center, or local health department and participate in the SLH Program at the time the service was performed.
- Ensure the freedom of the clients to reject medical care and treatment.
- Provide services and supplies to clients in the same quality and mode of delivery as provided to the general public.
- Charge the SLH Program for the provision of services to clients in amounts not to exceed the provider's usual and customary charges to the general public.
- Not require as a precondition for hospital admission any period of private pay or a deposit from the patient or any other party.
- Accept as payment in full the amount established by the program, except where the SLH funds have been exhausted. A provider may not seek to collect from the SLH client, or any financially responsible relative(s), or representative of the client, any amount that exceeds the established SLH allowance for the service rendered. If a third party payer reimburses the SLH provider at the SLH rates, then SLH will not pay the provider nor may the provider bill the client. For example, if a third party payer reimburses \$20 on a \$25 charge and the SLH payment allowance is \$20, then the SLH allowance has been met. The provider may not attempt to collect the difference from the SLH program, the client, a spouse, or a responsible relative.

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- Use SLH-designated billing forms (paper) for submission of charges.
- Maintain and retain the business and professional records sufficient to fully and accurately document the nature, scope, and details of the health care provided.
- Maintain such records for a period of not less than five years from the date of service or as provided by applicable state laws, whichever period is longer. If an audit is initiated within the required retention period, the provider must retain the records until the audit is completed and every exception resolved. (Refer to the section on documentation of records on page 4 of this chapter for further information.)
- Furnish to authorized state personnel, in the form and manner requested, access to records and facilities.
- Disclose, as requested by the program, all financial, beneficial ownership, equity, surety, or other interests in any and all firms, corporations, partnerships, associations, business enterprises, joint ventures, agencies, institutions, or other legal entities providing any form of health care services to clients of the SLH Program.
- Hold all SLH information regarding clients confidential. The provider must only use the information regarding clients for authorized DMAS purposes. A provider shall disclose information in his or her possession only when the information is to be used in conjunction with a claim for health benefits or when the data is necessary for the administrative functions of DMAS. DMAS shall not disclose medical information to the public.

UTILIZATION OF INSURANCE AND OTHER THIRD PARTY RESOURCES

Benefits available under SLH shall be reduced to the extent that they are available through any other source of payment. Supplementation of available benefits shall be as follows:

- Workers' Compensation—No SLH payments shall be made for a patient covered by Workers' Compensation.
- Casualty Incident
- Health Insurance—When a client has health insurance (such as CHAMPUS, Blue Cross/Blue Shield, or Medicare), SLH requires the use of these benefits

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first. In the event the provider bills SLH, DMAS retains the responsibility to pursue, collect, and retain all non-health insurance resources such as casualty, liability, estates, child support, and personal injury claims. Supplementation shall be made by SLH when necessary, but the combined total payment from all insurance shall not exceed the amount payable under SLH had there been no insurance coverage.

DOCUMENTATION OF RECORDS

The provider agreement requires that medical records fully disclose the extent of services provided to SLH clients. The following is the SLH policy regarding documentation for medical records.

Medical records must clearly document the medical necessity for covered services. This documentation must be written at the time service is rendered, and be legible and clear in the description of services rendered.

Pre-existing written protocols with contemporaneous medical record documentation may be considered in addition to the medical record to satisfy documentation requirements. Sufficient information must be present in the medical record to support the medical necessity for the billed service. The protocol is not acceptable as a replacement for appropriate medical record documentation. A copy of the written protocol must be present in the patient's chart to be considered in any audit.

Specific points to be recorded in the medical records include the following:

- The present complaint.
- A history of the present complaint, past medical history applicable to the complaint, and family history when applicable to the complaint.
- The positive and negative physical examination findings pertinent to the present complaint.
- Diagnostic tests ordered, if any, and positive and negative results.
- Diagnosis(es).
- Treatment, if any, including referrals. Any drugs prescribed as part of the treatment must have the quantities and the dosage entered in the medical record.

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- The record must indicate the progress at each visit, any change in the diagnosis or treatment, and the response to treatment. Progress notes must be written and signed for every service for which SLH payments are requested.
- The record must identify the patient on each page.
- Entries must be signed and dated by the responsible licensed practitioner. Care rendered by personnel under the direct, personal supervision of the provider, which is in accordance with SLH policy, must be countersigned by the responsible licensed practitioner.

REVIEW AND EVALUATION

SLH will provide for the continuing review and evaluation of the care and services paid through SLH, including the review of the utilization of the services of providers and by recipients.

Providers must refund SLH if they are found to have billed SLH contrary to policy, failed to maintain records to support their claims, or billed for medically unnecessary services. The SLH Program may limit, suspend, or terminate the provider's participation agreement for the provision of poor quality of services or any of the above problems.

Providers selected for review will be contacted directly by DMAS with detailed instructions. This will also apply when information is requested about a client because of the misuse of SLH services.

Additional information on hospital utilization review activities and on physician certification of the need for care may be found in the "Utilization Review and Control" chapter.

FRAUD

Provider fraud is willful and intentional diversion, deceit, or misrepresentation of the truth by a provider or his or her agent to obtain or seek direct or indirect payment, gain, or item of value for services rendered or supposedly rendered to clients of SLH. A provider participation agreement will be terminated or denied in cases where a provider is convicted of fraud. If there is reason to believe that a provider has defrauded the SLH Program, DMAS may refer the case to an appropriate law enforcement agency.

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TERMINATION OF PROVIDER PARTICIPATION

A participating provider may terminate participation in SLH at any time; however, the provider must give the Director, DMAS, 30 days' written notification of voluntary termination prior to the date of termination.

DMAS may terminate a provider from participation upon 30 days' written notification prior to the date of termination. Termination of a provider's Medicaid participation agreement will automatically terminate a provider from the SLH Program. Such action precludes further payment by SLH for services provided recipients subsequent to the date specified in the termination notice. Termination by the SLH Program shall be treated as an adverse action, and the provider shall be entitled to a reconsideration and/or hearing as identified below.

The *Code of Virginia*, Section 32.1-350.B., mandates that "Conviction of any provider or any employee or officer of such provider of any offense under this section shall also result in forfeiture of any payments due."

RECONSIDERATION OF ADVERSE ACTIONS

The following procedures will be available to all providers when SLH takes any adverse action. Adverse action for purposes of this section includes the termination or suspension of the provider agreement and the denial of payment for services rendered based on utilization review decisions.

The reconsideration process will consist of three phases: a written response and reconsideration to the preliminary findings, the informal conference, and the formal evidentiary hearing. The provider will have 30 days from the date of the notice to submit information for written reconsideration, will have 15 days from the date of the Program's response to request the informal conference, and will have 15 days from the date of the informal conference report to request the formal evidentiary hearing.

An appeal of adverse actions concerning provider reimbursement shall be heard in accordance with the Administrative Process Act (Section 9-6.14:1 et seq.) and the Virginia *State Plan for Medical Assistance* provided for in Section 32.1-325 of the *Code of Virginia*. Court review of final agency determinations concerning provider reimbursement shall be made in accordance with the Administrative Process Act.

Any legal representative of a provider must be duly licensed to practice in the Commonwealth of Virginia.

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Repayment of Identified Overpayments

Pursuant to Section 32.1-325.1 of the *Code of Virginia*, DMAS must collect identified overpayments. Repayment must be made upon demand unless a repayment schedule is agreed to by DMAS. When a lump sum cash payment is not made, interest will be added on the declining balance at the statutory rate, pursuant to the *Code of Virginia*, Section 32.1-313. Interest will not apply pending appeal. Repayment schedules must ensure full repayment within 12 months unless the provider demonstrates to the satisfaction of DMAS a financial hardship warranting extended repayment terms.

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EXHIBIT I

AMBULATORY SURGICAL CENTER PARTICIPATION AGREEMENT

DO NOT WRITE IN SHADED AREAS. DO NOT ADD CONDITIONS TO THE AGREEMENT. WE DO NOT ACCEPT AGREEMENTS VIA FAX OR AGREEMENTS ON THERMAL PAPER.

Commonwealth of Virginia
Department of Medical Assistance Services
Medical Assistance Program

State and Local Hospitalization Ambulatory Surgical Center Participation Agreement

If re-enrolling, enter Medicaid Provider Number here→ _____

Check this box if requesting new number→ ☐

This is to certify:	PAYMENT/CORRESPONDENCE ADDRESS	PHYSICAL ADDRESS (REQUIRED IF DIFFERENT FROM PAYMENT ADDRESS)
NAME		
ATTENTION		
ADDR LINE 1		
ADDR LINE 2		
CITY, STATE, ZIP		

on this _____ day of _____, _____ agrees to participate in the Virginia Medical Assistance Program (VMAP), the Department of Medical Assistance Services, the legally designated State Agency for the administration of Medicaid.

- The provider employs a full-time physician authorized to practice under the laws of the state in which he is licensed and practicing and is not as a matter of state or federal law disqualified from participating in Title XVIII and/or Title XIX Program.
- Services will be provided without regard to race, color, religion, or national origin. No handicapped individual shall, solely by reason of handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination in SLHP (Section 504 of the Rehabilitation Act of 1973, 29 USC.794).
- The provider agrees to keep such records as SLHP determines necessary. The provider will furnish the SLHP on request information regarding payments claimed for providing services under SLHP. Access to records and facilities by authorized SLHP representatives, and the Attorney General of Virginia or his authorized representatives will be permitted upon reasonable request.
- The provider agrees that charges submitted for services rendered will be based on the usual, customary, and reasonable concept and agrees that all requests for payment will comply in all respects with the policies of SLHP for the submission of claims.
- Payment made under SLHP constitutes full payment on behalf of the client and the provider agrees not to submit additional charges to the client for services covered under SLHP. The collection or receipt of any money, gift, donation or other consideration from or on behalf of a SLHP client for any service provided under SLHP is expressly prohibited and may subject the provider to state prosecution.
- The provider agrees to pursue all other health care resources of payment prior to submitting a claim to SLHP.
- Payment by SLHP at its established rates for the services covered shall constitute full payment for the services rendered. Should an audit by authorized state officials result in disallowance of amounts previously paid to the provider by SLHP, the provider will reimburse SLHP upon demand.
- The provider agrees to comply with all applicable state laws, as well as administrative policies and procedures of SLHP as from time to time amended.
- This agreement may be terminated at will on thirty days' written notice by either party.
- All disputes regarding provider reimbursement and/or termination of this agreement by SLHP for any reason shall be resolved through administrative proceedings conducted at the office of SLHP in Richmond, Virginia. These administrative proceedings and judicial review of such administrative proceedings shall be pursuant to the Virginia Administrative Process Act.
- The provider shall submit all claims within 30 days of the last day of service or 30 days from the notice of eligibility, whichever is later, but in no case will payment be made for claims submitted 60 days after the close of the state fiscal year (June 30) for services rendered in the prior state fiscal year.

12. This agreement shall commence on _____ and terminate on _____.

For Provider of Services:

For First Health's use only

Director, Division of Program Operations	Date

Original Signature of Provider _____ Date _____

Title _____

City OR County of _____

IRS Identification Number _____ (Area Code) Telephone Number _____

Medicare Carrier and Vendor Number (if applicable) _____

mail two completed First Health - VMAP-Provider Enrollment Unit
original agreements 4461 Cox Rd. Suite 102
to: Glen Allen, VA 23060-3331

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EXHIBIT II

LOCAL HEALTH DEPARTMENT CLINIC PARTICIPATION AGREEMENT

DO NOT WRITE IN SHADED AREAS. DO NOT ADD CONDITIONS TO THE AGREEMENT. WE DO NOT ACCEPT AGREEMENTS VIA FAX OR AGREEMENTS ON THERMAL PAPER.

Commonwealth of Virginia
Department of Medical Assistance Services
Medical Assistance Program

State and Local Hospitalization Health Department Clinic Participation Agreement

If re-enrolling, enter Medicaid Provider Number here→ _____ Check this box if requesting new number→ ☐

This is to certify:	PAYMENT/CORRESPONDENCE ADDRESS	PHYSICAL ADDRESS (REQUIRED IF DIFFERENT FROM PAYMENT ADDRESS)
NAME		
ATTENTION		
ADDR LINE 1		
ADDR LINE 2		
CITY, STATE, ZIP		

on this _____ day of _____, _____ agrees to participate in the Virginia Medical Assistance Program (VMAP), the Department of Medical Assistance Services, the legally designated State Agency for the administration of Medicaid.

- The provider employs a full-time physician authorized to practice under the laws of the state in which he is licensed and practicing and is not as a matter of state or federal law disqualified from participating in Title XVIII and/or Title XIX Program.
- Services will be provided without regard to race, color, religion, or national origin. No handicapped individual shall, solely by reason of handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination in SLHP (Section 504 of the Rehabilitation Act of 1973, 29 USC.794).
- The provider agrees to keep such records as SLHP determines necessary. The provider will furnish the SLHP on request information regarding payments claimed for providing services under SLHP. Access to records and facilities by authorized SLHP representatives, and the Attorney General of Virginia or his authorized representatives will be permitted upon reasonable request.
- The provider agrees that charges submitted for services rendered will be based on the usual, customary, and reasonable concept and agrees that all requests for payment will comply in all respects with the policies of SLHP for the submission of claims.
- Payment made under SLHP constitutes full payment on behalf of the client and the provider agrees not to submit additional charges to the client for services covered under SLHP. The collection or receipt of any money, gift, donation or other consideration from or on behalf of a SLHP client for any service provided under SLHP is expressly prohibited and may subject the provider to state prosecution.
- The provider agrees to pursue all other health care resources of payment prior to submitting a claim to SLHP.
- Payment by SLHP at its established rates for the services covered shall constitute full payment for the services rendered. Should an audit by authorized state officials result in disallowance of amounts previously paid to the provider by SLHP, the provider will reimburse SLHP upon demand.
- The provider agrees to comply with all applicable state laws, as well as administrative policies and procedures of SLHP as from time to time amended.
- This agreement may be terminated at will on thirty days' written notice by either party.
- All disputes regarding provider reimbursement and/or termination of this agreement by SLHP for any reason shall be resolved through administrative proceedings conducted at the office of SLHP in Richmond, Virginia. These administrative proceedings and judicial review of such administrative proceedings shall be pursuant to the Virginia Administrative Process Act.
- The provider shall submit all claims within 30 days of the last day of service or 30 days from the notice of eligibility, whichever is later, but in no case will payment be made for claims submitted 60 days after the close of the state fiscal year (June 30) for services rendered in the prior state fiscal year.
- This agreement shall commence on _____ and terminate on _____
For Provider of Services:

For First Health's use only	
Director, Division of Program Operations	Date

mail two completed First Health - VMAP-Provider Enrollment Unit
original agreements 4461 Cox Rd. Suite 102
to: Glen Allen, VA 23060-3331

Original Signature of Provider _____ Date _____

Title _____

City OR _____ County of _____

IRS Identification Number _____ (Area Code) Telephone Number _____

Medicare Carrier and Vendor Number (if applicable) _____

SLH Health Department Clinic agreement.doc SLHP-02 FH/REV 8/20/98

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EXHIBIT III

SLH HOSPITAL PARTICIPATION AGREEMENT

DO NOT WRITE IN SHADED AREAS. DO NOT ADD CONDITIONS TO THE AGREEMENT. WE DO NOT ACCEPT AGREEMENTS VIA FAX OR AGREEMENTS ON THERMAL PAPER.

Commonwealth of Virginia
Department of Medical Assistance Services
Medical Assistance Program

State and Local Hospitalization Program Hospital Participation Agreement

If re-enrolling, enter Medicaid Provider Number here→ _____ Check this box if requesting new number→ ☐

This is to certify:	PAYMENT/CORRESPONDENCE ADDRESS	PHYSICAL ADDRESS (REQUIRED IF DIFFERENT FROM PAYMENT ADDRESS)
NAME		
ATTENTION		
ADDR LINE 1		
ADDR LINE 2		
CITY, STATE, ZIP		

on this _____ day of _____, _____ agrees to participate in the Virginia Medical Assistance Program (VMAP), the Department of Medical Assistance Services, the legally designated State Agency for the administration of Medicaid.

- The provider is currently licensed and certified under applicable laws of this state. (Check the item which applies to your hospital.)
 A.) As of _____ (month/day/year) has been fully certified for participation with Title XVIII (Medicare) of Public Law 89-97.
 B.) Is limited to an age group not eligible for Title XVIII benefits, but is as of _____ (month/day/year), accredited by the Joint Commission on Accreditation for Hospitals and has a utilization review plan which meets Title XVIII AND Title XIX standards for utilization review.
- Services will be provided without regard to age, sex, race, color, religion, or national origin. No handicapped individual shall, solely by reason of his medical or physical handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in accordance with the terms of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) in SLHP.
- The Provider agrees to keep such records as SLHP determines necessary. The provider will furnish SLHP, on request, information regarding payments claimed for providing services under SLHP. Access to records and facilities by authorized SLHP representatives, the Attorney General, or his authorized representatives, and authorized federal personnel will be permitted upon reasonable request.
- The Provider agrees that charges submitted for services rendered will be based on the usual, customary, and reasonable concept and agrees that all requests for payment will comply in all respects with the policies of SLHP for the submission of claims.
- Payment made by SLHP constitutes full payment on behalf of the client, and the provider agrees not to submit additional charges to the recipient for services covered under SLHP. The collection or receipt of any money, gift, donation or other consideration from or on behalf of a Medicaid recipient for any service provided under SLHP is expressly prohibited and may subject the provider to state prosecution.
- The Provider agrees to pursue all other available third party payment sources prior to submitting a claim to SLHP.
- Payment by SLHP at its established rates for the services involved shall constitute full payment to the provider. Should an audit by authorized state or federal officials result in disallowance of amounts previously paid to the provider by SLHP, the provider will reimburse SLHP upon demand.
- The Provider agrees to comply with all applicable state and federal laws, as well as administrative policies and procedures of SLHP as from time to time amended.
- This agreement may be terminated at will on 30 (thirty) days' written notice by either party.
- All disputes regarding provider reimbursement and/or termination of this agreement by SLHP for any reason shall be resolved through administrative proceedings conducted at the office of SLHP in Richmond, Virginia. These administrative proceedings and judicial review of such administrative proceedings shall be pursuant to the Virginia Administrative Process Act.
- The Provider shall submit all claims within 30 days of the last day of service or 30 days from the notice of eligibility, whichever is later, but in no case will payment be made for claims submitted 60 days after the close of the state fiscal year (June 30) for services rendered in the prior fiscal year.
- This agreement shall commence on _____ and terminate on _____

For First Health's use only

Director, Division of Program Operations _____ Date _____

For Provider of Services:

Original Signature of Provider _____ Date _____

Title _____

____ City OR ____ County of _____

IRS Identification Number _____ (Area Code) Telephone Number _____

Medicare Carrier and Vendor Number (if applicable) _____

mail two completed First Health - VMAP-Provider Enrollment Unit
original agreements 4461 Cox Rd. Suite 102
to: Glen Allen, VA 23060-3331

SLH Hospital agreement.doc
SLHP-01
FH/REV 8/20/98